



# MNP/W PACT PARTNER

租赁审查

2024年3月20日下午1:00

Union Settlement Community Center  
237 E 104th Street, New York, NY 10029

报告者:





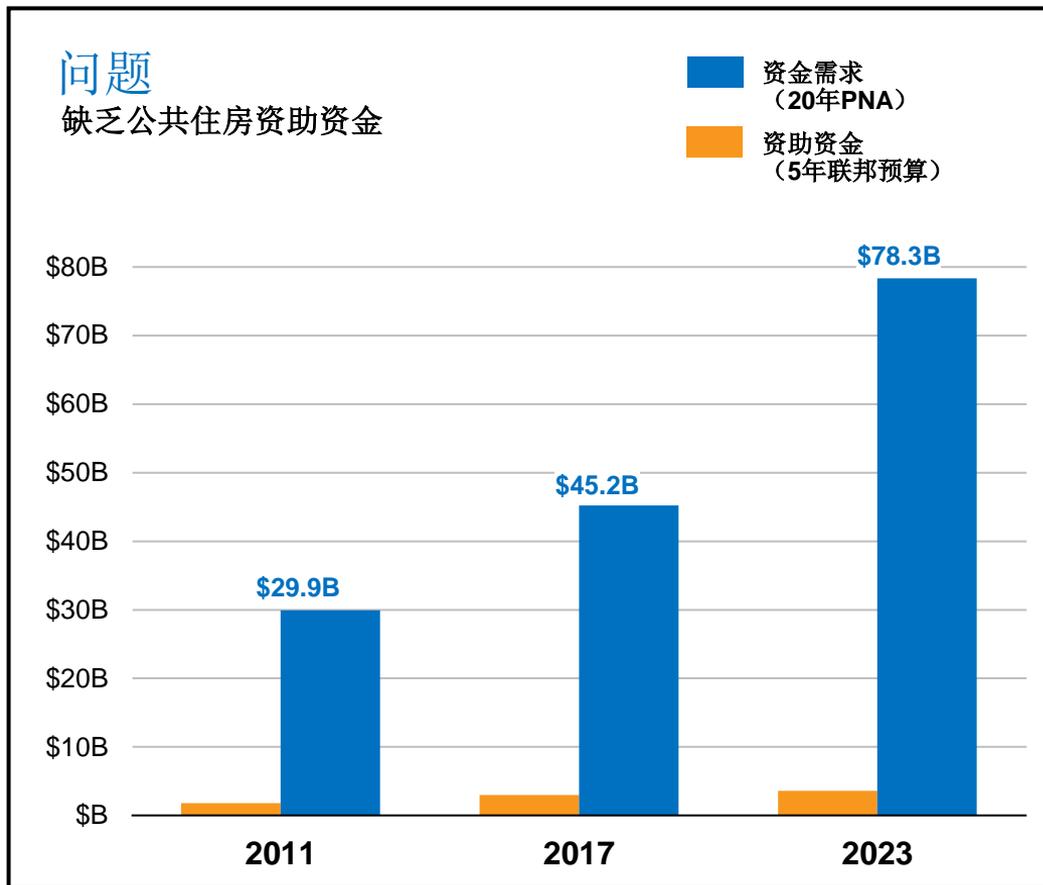
# 议程

- 什么是“永久合理租金之共同承诺” (PACT) ?
- 关于我们
- 租赁审查
- 即将召开的会议议程
- 问题与回答

什么是“永久合理租金之共同承诺” (PACT) ?

# 什么是 PACT ?

- 纽约市房屋局 (NYCHA) 需要 783 亿美元来全面翻新及改造其住房，但联邦政府只提供了所需资金的一小部分。
- 通过 PACT，将开发项目纳入租金援助示范 (RAD) 中，并转换为一个更稳定的、由联邦政府资助的计划，称为基于项目的第 8 节。
- PACT 释放资金以完成全面维修，同时使住房永远负担得起，并确保住户享有与他们在公共住房计划中拥有的相同基本权利。



# PACT 如何运作

PACT 依赖与私营和非营利发展合作伙伴的合作关系，这些合作伙伴是根据住户的意见选择的。

## 全面维修

开发合作伙伴带来了设计和建设方面的专业知识。他们解决了开发过程中所有的物质需求。

## 专业管理

物业管理合作伙伴负责大楼和场地日常营运和维护。

## 加强服务

与社会服务提供商的合作关系有助于通过住户意见改善现场服务和规划。

## 公共控制： NYCHA 和住户

您的开发项目将仍为公共控制。在转换后，NYCHA 将继续拥有土地和大楼、管理第 8 节补贴和候补名单，并监督开发项目的情况。如有需要，NYCHA 能够介入解决住户与新物业管理团队之间可能出现的任何问题。



Independence



Ocean Bay (Bayside)

# PACT 住户保护

- 所有住户**继续支付其经过调整后的总家庭收入的30%**作为房租。
- 住户无需支付超出目前所付金额的任何**额外费用或收费**。
- 所有目前的住户均**自动符合**基于项目的第 8 节计划，并获得新的第 8 节租约。
- 租赁协议**每年自动续约**，除非有正当理由，否则不得终止。
- 住户**有权留下来**，或如需要暂时搬迁，则**有权返回**住所。
- 当适当大小的公寓空出时，所有居住空间过大或过小的家庭都必须**搬迁至大小合适的公寓**。
- 所有**搬迁和打包费用均由** PACT 合作伙伴**承担**。
- 住户可以**将亲属加入**他们的第 8 节住所，并且他们将拥有**继承权**。
- 住户有权发起**申诉听证会**。
- 住户可以**申请** PACT 创造的**工作**。

\*例外情况可能适用于支付固定租金的家庭、目前参加第 8 节的租户或符合 HUD 所定义的混合家庭。

\*\*目前住户，包括所有在公共住房租约上或合法居住的人。

# 关于我们

# 关于我们

开发团队、总承包商和物业管理公司

THE **COMMUNITY**  
**BUILDERS**

**ASCENDANT**  
NEIGHBORHOOD DEVELOPMENT

**MDG**  
DEVELOPMENT  
MANAGEMENT  
CONSTRUCTION

**WAVECREST**  
MANAGEMENT

建筑师、景观设计师和可持续发展顾问

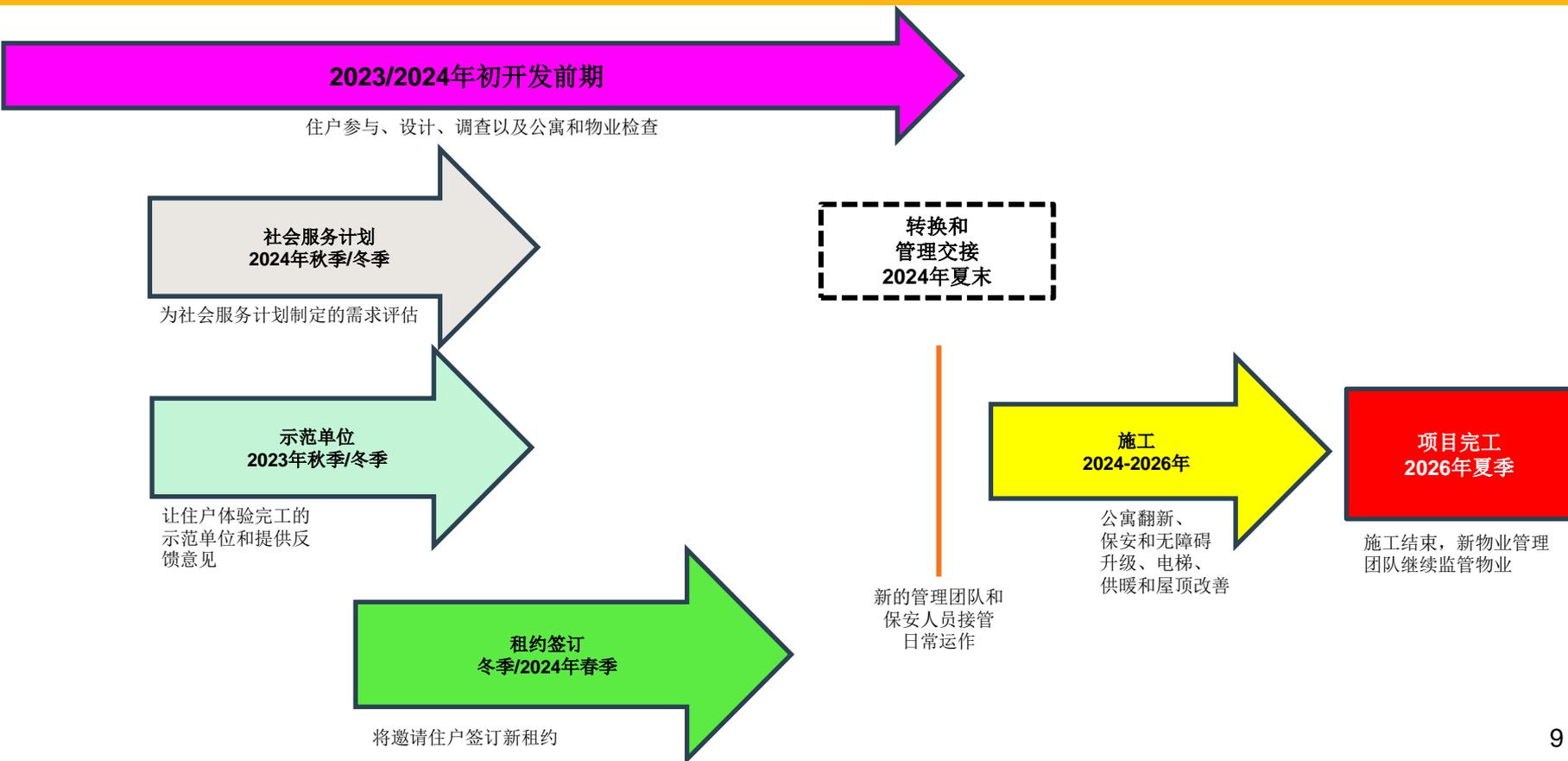
**PAUL A.  
CASTRUCCI,  
ARCHITECTS**  
PASSIVE HOUSE DESIGN FIRM

**UAI**  
URBAN ARCHITECTURAL INITIATIVES

**terrain**

**BRIGHT POWER**

# 项目时间表



# 住户会议日程安排

请注意：确切的日程可能会发生变化

会议	主题	日期
过去的会议		
1	项目开始：PACT合作伙伴介绍	2023年2月
2	单位检查/工作范围/设计开始	2023年4月
3	设计研讨会和住户调查	2023年5月
4	住房质量标准 (HQS) 检查和设计研讨会跟进	2023年6月
5	管理团队和租赁介绍	2023年9月
6	租赁介绍	2023年10月
7	社会服务需求评估结果	2023年11月
8	社会服务计划	2024年1月
9	<b>租赁审查</b>	<b>2024年3月</b>
即将召开的会议		
10	最终设计计划	2024年4月
11	本地招聘介绍	2024年5月
12	交接计划、第 8 节介绍（由 NYCHA 共同介绍）	2024年6月

# 管理层转换 – 回顾

- ❑ 作为 **PACT** 转换的一部分，所有住户均必须签订新租约
- ❑ **Gaylord White** 住户将从第 9 节（公共住房）转换到基于项目的第 8 节
- ❑ **NYCHA** 租赁住房部门将继续：
  - ✓ 重新认证住户资格
  - ✓ 确定住户每月租金部分
  - ✓ 处理第 8 节住房选择优惠券申请
  - ✓ 通过 **NYCHA** 自助服务门户网站处理新增/移除家庭成员的请求
- ❑ **Wavecrest** 团队成员将会在我们的场地办公室协助住户使用该自助服务门户网站。
- ❑ 将修缮、租金支付等事项交接给新的物业管理团队：**Wavecrest Management**
- ❑ 将实施新的房屋规则，新的管理层将负责维护新的房屋规则并解决违规问题

# 管理层转换 – 新租约概况

- ❑ 目前在租约上的 **Gaylord White** 住户将通过 **PACT** 计划自动符合第 8 节资格
- ❑ 租户租金部分将保持在调整后家庭总收入的 **30%\***
- ❑ 支付固定租金的租户，其租金将在五年分阶段内涨至 **30%**
- ❑ 住户将签订一年的租约，并在每年重新认证后自动续约
- ❑ 水电费和空调附加费将保持不变
- ❑ 根据 **NYCHA** 的宠物政策，允许目前的住户养宠物（一只狗或一只猫）。您必须在转换之前向 **NYCHA** 注册您的宠物
- ❑ **Gaylord White Houses** 的新住户将来自 **NYCHA** 第 8 节租赁住房管理部门的等待名单中
- ❑ 住户仍可参加申诉听证会
- ❑ 法律援助中心可以为您的新租约提供独立的法律建议 - *免费!*
  - **免费法律援助热线： (212)298-3450**

\*例外情况可能适用于支付固定租金的家庭、基于第 8 节参与者的目前租户或如美国住房及城市发展部 (HUD) 所定义的混合家庭。

# 为转换做准备 – 租约签订

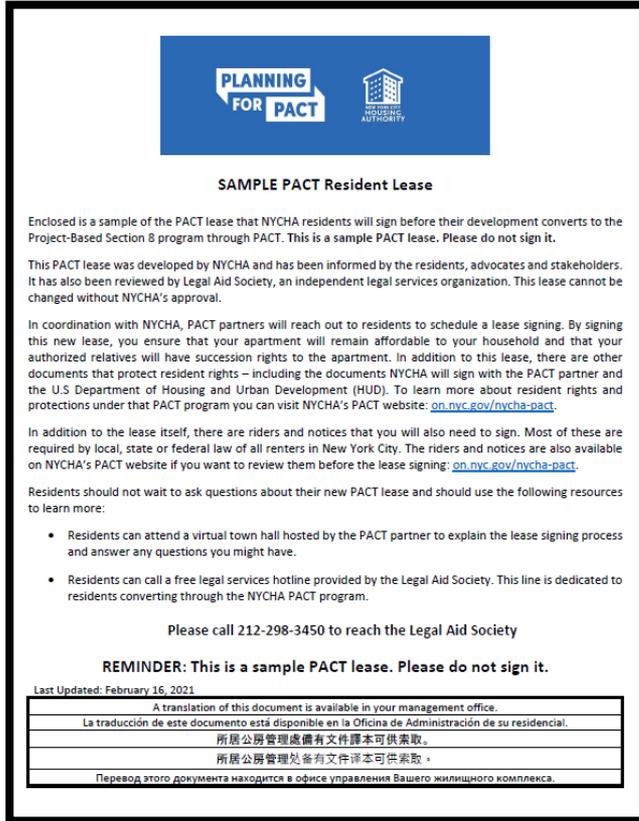
在签订租约时，将需要下列文件：

- 所有年满 18 岁的家庭成员由政府签发带照片的身份证件
  - 例如：驾照、非驾照、许可证、护照
- 所有家庭成员的社会安全卡
- 所有家庭成员的出生证明
- 宠物和/或洗衣机注册文件
- 合理的住房请求和证明文件
- 您希望我们的工程合作伙伴 MDG 注意的任何特殊请求

Wavecrest 已经与 NYCHA 审查了租户文件。在过户之前，住户应该与 NYCHA 物业管理部门沟通，以完成和更新租户文件。

本月已向住户分发了租约样本。在接下来的几周内，PACT 团队将对住户进行家访，以签署他们的新租约。

# 管理转换 - 租约签订时间表



The image shows a sample document titled "SAMPLE PACT Resident Lease". At the top, there is a blue header with the "PLANNING FOR PACT" logo and the "HOUSING AUTHORITY" logo. Below the header, the text reads: "Enclosed is a sample of the PACT lease that NYCHA residents will sign before their development converts to the Project-Based Section 8 program through PACT. This is a sample PACT lease. Please do not sign it." It further states that the lease was developed by NYCHA and reviewed by the Legal Aid Society. The document provides instructions on how to schedule a lease signing and lists resources for residents, including a virtual town hall and a legal services hotline. A reminder at the bottom states: "REMINDER: This is a sample PACT lease. Please do not sign it." At the very bottom, there is a table with translations of the document's availability in Spanish, Chinese, and Russian.

**PLANNING FOR PACT** HOUSING AUTHORITY

**SAMPLE PACT Resident Lease**

Enclosed is a sample of the PACT lease that NYCHA residents will sign before their development converts to the Project-Based Section 8 program through PACT. This is a sample PACT lease. Please do not sign it.

This PACT lease was developed by NYCHA and has been informed by the residents, advocates and stakeholders. It has also been reviewed by Legal Aid Society, an independent legal services organization. This lease cannot be changed without NYCHA's approval.

In coordination with NYCHA, PACT partners will reach out to residents to schedule a lease signing. By signing this new lease, you ensure that your apartment will remain affordable to your household and that your authorized relatives will have succession rights to the apartment. In addition to this lease, there are other documents that protect resident rights – including the documents NYCHA will sign with the PACT partner and the U.S. Department of Housing and Urban Development (HUD). To learn more about resident rights and protections under that PACT program you can visit NYCHA's PACT website: [nyc.gov/nycha-pact](http://nyc.gov/nycha-pact).

In addition to the lease itself, there are riders and notices that you will also need to sign. Most of these are required by local, state or federal law of all renters in New York City. The riders and notices are also available on NYCHA's PACT website if you want to review them before the lease signing: [nyc.gov/nycha-pact](http://nyc.gov/nycha-pact).

Residents should not wait to ask questions about their new PACT lease and should use the following resources to learn more:

- Residents can attend a virtual town hall hosted by the PACT partner to explain the lease signing process and answer any questions you might have.
- Residents can call a free legal services hotline provided by the Legal Aid Society. This line is dedicated to residents converting through the NYCHA PACT program.

Please call 212-298-3450 to reach the Legal Aid Society

**REMINDER: This is a sample PACT lease. Please do not sign it.**

Last Updated: February 16, 2021

A translation of this document is available in your management office.
La traducción de este documento está disponible en la Oficina de Administración de su residencial.
所居公房管理處備有文件譯本可供索取。
所居公房管理處備有文件譯本可供索取。
Перевод этого документа находится в офисе управления Вашего жилищного комплекса.

- ❑ **2024年冬季/春季** – 会将新租约的样本副本提前分发并上传到我们的网站
  - **此为样本，请勿签署。** 仅供查阅。
  - 将会预约进行实际租约签订
- ❑ 我们也为 **Gaylord White** 住户专设法律援助热线，作为另一层面的支持
  - **法律援助热线：(212)298-3450**
  - 法律援助团队可以**免费**帮助解答您对租赁协议的任何问题或疑虑！

# 管理转换 – 租约签订时间表

- **2024年春季** – 将安排预约，以便在我们的场地办公室签订租约（具体地点-待定）
  - 在您预约之前，我们会向所有家庭分发租约副本供您查阅
  - 在我们的网站上也会提供副本
  - 您也可以在此期间致电我们索取副本
  - **Wavecrest** 团队会按住户方便的时间安排预约
  - 如有需要，我们将进行家访以配合住户的需求

## 什么是法律援助？

法律援助协会是一个独立的非营利组织，将提供有关您新租约的**免费**独立的法律建议。

此热线为 **NYCHA PACT** 计划的住户专设：

**免费法律援助热线：(212)298-3450**

# 租赁审查

## 租约签订

### 什么是租约？

- ❑ 租约是房东和租户之间在特定期限内具有约束力的合同
- ❑ 租赁协议列出房东和租户的责任
- ❑ 租赁协议列出租户的权利

作为转换的一部分，住户均必须签订一份新的 **PACT** 基于项目的第 8 节租约，以确保他们的家庭仍保持负担得起他们的公寓。这是 **Gaylord White PACT** 转换的重要部分。

**Gaylord White Houses** 住户将从第 9 节（公共住房）转换到基于项目的第 8 节优惠券。住户将继续仅支付收入的 30% 租金。

# 租赁审查

## 租约签订

- ❑ PACT 租约是由 NYCHA 制定，并已告知住户、倡议者和利益相关者。同时也经过了独立法律服务机构法律援助协会 (Legal Aid Society) 的审查
- ❑ PACT 计划的许多权利和保障均记录在 PACT 租赁协议中，因此签订此新租约确保住户仍将保有租户身份，以保障其住户权利（与公共住房计划中所拥有的基本权利相同）
- ❑ 在接下来的几个月内，我们将分享有关租赁的更多信息，并对住户进行外展，以签订他们的新租约

# 租赁审查

## PACT 租约第 1 页：租约生效日期和住户信息

PACT 租约第 1 页将预先填入 NYCHA 对您家庭的存档信息，包括您的第 8 节案件编号。

- 在租约签订时，请确认本页上的所有信息均正确无误
- 您的 PACT 租约生效日期将为 PACT 转换的日期，预计在 2024 年初开始

Approved - PACT Lease  
(as of 1/6/2023)

**RESIDENTIAL APARTMENT LEASE - [DEVELOPMENT]**  
**PERMANENT AFFORDABILITY COMMITMENT TOGETHER (PACT) LEASE**

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PACT Partner and Tenant make this apartment lease agreement ("Lease") as follows:

PACT Partner Name: \_\_\_\_\_

PACT Partner Address for Notices: \_\_\_\_\_

PACT Property Manager Name: \_\_\_\_\_

PACT Property Manager's Address: \_\_\_\_\_

Development: \_\_\_\_\_

Address of "Leased Premises" (including Apt No.): \_\_\_\_\_

Tenant's Name (person/people signing lease): \_\_\_\_\_

Section 8 Case Number: \_\_\_\_\_

Effective Date of Lease: \_\_\_\_\_, 20\_\_ or the date of the PSB HAP Contract (as defined below) for the Development, whichever is later.

1 of 13

# 租赁审查

## PACT 租约第 2 页：第 8 节和住户租金部分

PACT 租约第 2 页包括有关第 8 节和您的月租金的信息。

- ❑ 目前的 Gaylord White 住户通过 PACT 计划自动符合获得第 8 节优惠券的资格
- ❑ 本页将预先填入您的租金金额，金额由 NYCHA 租赁住房办公室确定。您的租金将是经调整后总家庭收入的 30%
- ❑ 目前支付固定租金的住户的租金，将在五年内逐步调整为经调整后总家庭收入的 30%

Approved - PACT Lease  
(as of 1/6/2023)

1. HEADINGS: Paragraph headings are only for ready reference to the terms of this Lease. In the event of a conflict between the text and a heading, the text controls.

2. MONTHLY RENT TO THE PACT PARTNER:

The monthly "Contract Rent" to the PACT Partner is determined by the New York City Housing Authority ("NYCHA") in accordance with the U.S. Department of Housing and Urban Development ("HUD") requirements for a tenancy under the Section 8 Voucher program.

One of the three options below will be checked by the PACT Partner prior to Tenant signing the Lease:

\_\_\_ A. Unit on Section 8 Project-Based Housing Assistance Payment ("HAP") Contract. See Subparagraph 2.a.

\_\_\_ B. Unit not on Section 8 Project-Based HAP Contract because a rent election has been made. See Subparagraph 2.b.

\_\_\_ C. Tenant is Section 8 Tenant-Based participant unit not on Section 8 Project-Based HAP Contract. See PACT Residential Lease Rider (Tenant-Based Section 8 Participants).

a. ONLY IF (A) IS CHECKED: Unit on Project-Based HAP Contract. Each month the PACT Partner and/or the PACT Property Manager will credit a housing assistance payment received from NYCHA, if any (the "monthly housing assistance payment") against the monthly Contract Rent. The amount of the monthly housing assistance payment will be determined by NYCHA in accordance with HUD requirements for a tenancy under the Section 8 Project-Based Voucher ("PBV") program and NYCHA's implementation of the Rental Assistance Demonstration ("RAD") program as implemented by Notice H 2019-09 FHM 2019-20 (September 5, 2019), as it may be amended from time to time (the "RAD Notice").

The remaining portion of the Contract Rent is the Tenant's portion of the rent. You as Tenant are responsible for paying to the PACT Partner this "Tenant's portion of the rent" which is an amount that is equal to thirty (30%) percent of your adjusted gross income as determined by NYCHA, exclusive of any allowance for tenant-paid utilities, if applicable as further set forth in accordance with HUD PBV requirements. If you were a NYCHA public housing tenant residing at the Development, and if, at the initial conversion of the Development to project-based Section 8, your portion of the rent as calculated, represents an increase over what you paid for rent as a public housing resident because you were paying less than thirty (30%) percent of your adjusted gross income, and such increase is by more than the greater of ten (10%) percent or twenty-five (\$25.00) dollars, as determined by NYCHA, such increase will be phased-in over a 3-year period. Such phased-in increase will be calculated by NYCHA in accordance with the requirements set forth in the RAD Notice.

The Contract Rent is the sum of the monthly housing assistance payment plus Tenant's portion of the rent. The Tenant's portion of the rent is due and payable the first day of each month or at such other day each month as the PACT Partner and/or the PACT Property Manager may decide at the address above, or at a location designated by the PACT Partner and/or the PACT Property Manager in writing. Notice from the PACT Partner to Tenant that rent is due is not required. The rent must be paid in full without deduction. The Tenant shall tender his/her/third portion of the rent by check or money order or as otherwise accepted by the PACT Partner and/or the PACT Property Manager (which may include rent paid directly to the PACT Partner on the Tenant's behalf by public assistance, and will be accepted in accordance with the public assistance payment schedule).

TENANT'S PORTION OF THE RENT: The initial Tenant's portion of the rent shall be \$\_\_\_\_\_.

Monthly Housing Assistance Payment: The initial monthly housing assistance payment shall be \$\_\_\_\_\_.

Contract Rent for Apartment: The initial contract rent shall be \$\_\_\_\_\_.

b. ONLY IF (B) IS CHECKED: Unit not on Project-Based HAP Contract.

① At Initial Conversion: If at initial conversion, your Tenant's portion of the rent exceeds the Contract Rent as determined pursuant to the PBV program (the monthly housing assistance payment is equal to 30), and you received the "Rent Election Form" attached to this Lease as a Rider and elected to pay the Contract Rent Amount as shown in the Rent Election Form and listed below which Contract

2 of 13

# 租赁审查

## PACT 租约第 3 页：家庭信息

PACT 租约第 3 页列出您家庭的每位成员及其与户主的关系。

- ❑ 如果您曾向 NYCHA 提出新增或移除家庭成员的请求书，请在租约签订时携带此文档的副本
- ❑ NYCHA 租赁住房办公室将负责在 PACT 转换后处理这些请求，但我们可以帮您跟进

Approved - PACT Lease  
(as of 1/6/2023)

Rent Amount is lower than thirty (30%) percent of your adjusted gross income, then your unit will not be on the Project-Based HAP Contract; or

(ii) **After Initial Conversion:** If you became a Tenant after the initial conversion and the Leased Premises was terminated from the Project-Based HAP because your tenant's portion of the rent exceeds the Contract Rent as determined pursuant to the PBV program (the monthly housing assistance payment is equal to 50 for at least 180 days), then you will pay the Contract Rent Amount shown below.

The PACT Partner and Tenant agree that if at any time the PACT Partner or the PACT Property Manager notifies Tenant that they are eligible for the PBV program, the Tenant agrees to complete all documentation necessary to apply for assistance under the PBV program. If the Tenant does not complete the necessary documentation within thirty (30) days of written notification by the PACT Partner or the PACT Property Manager, Tenant agrees to pay the Contract Rent for Apartment as listed below.

The Tenant agrees to provide to the PACT Partner and/or the PACT Property Manager annually (no later than sixty (60) days from the PACT Partner and/or the PACT Property Manager's written request, a certification of annual income and household size along with verification documentation. In order to verify Tenant's certification of annual income and household size, the PACT Partner and/or the PACT Property Manager may require Tenant to provide, and Tenant agrees to deliver, such documentation as would enable the PACT Partner and/or the PACT Property Manager to verify Tenant's income under the requirements of the PBV Program, including, without limitation, consecutive paystubs, completed federal and state income tax returns, and W-2 and 1099 forms (or their equivalent). If the Tenant fails to provide income documentation within the required time frame, Tenant agrees to pay the Contract Rent for Apartment as listed below.

The Contract Rent Amount is due and payable the first day of each month or at such other day each month as the PACT Partner and/or the PACT Property Manager may decide at the address above or at a location designated by the PACT Partner and/or the PACT Property Manager in writing. Notice from the PACT Partner to Tenant that rent is due is not required. The rent must be paid in full without deductions. The Tenant shall tender his/her/their portion of the rent by check or money order or as otherwise accepted by the PACT Partner and/or the PACT Property Manager (which may include rent paid directly to the PACT Partner on the Tenant's behalf by public assistance, and will be accepted in accordance with the public assistance payment schedule).

**CONTRACT RENT FOR APARTMENT:** The individual contract rent shall be \$ \_\_\_\_\_.

c. The PACT Partner, in consideration of the rent herein paid and Tenant's undertaking to comply with the Tenant's obligations in this Lease and with all of the rules and regulations of the PACT Partner, hereby leases to the Tenant and the Tenant hereby rents from the PACT Partner the Leased Premises for the Term specified above.

**3. USE AND OCCUPANCY OF LEASED PREMISES:**

a. The Leased Premises shall be the Tenant's only residence and except as otherwise permitted herein shall be used solely as a residence for the Tenant and the members of the Tenant's household (i.e., those members that were authorized members of the public housing household at the time of conversion or named in the signed application for Section 8 post conversion) who remain in continuous occupancy since the inception of the tenancy, since birth or adoption, or since authorization by the PACT Partner and/or the PACT Property Manager and NYCHA. The members of the Tenant's household as authorized by the PACT Partner and/or the PACT Property Manager and NYCHA are listed below. The Tenant shall obtain the prior written consent of the PACT Property Manager, or such PACT Property Manager's designee and NYCHA, before allowing any person to reside in the Leased Premises.

The Tenant and the members of the Tenant's household listed below shall have the right to exclusive use and occupancy of the Leased Premises:

Name:	Relation to Tenant:
_____	_____
_____	_____
_____	_____
_____	_____

3 of 13

# 租赁审查

## PACT 租约第 5 页：保证金和水电费

PACT 租约第 5 页包括有关您的保证金和水电费的信息。

- 您在 NYCHA 档案数据中的保证金将在转换时转交给 Wavecrest Management
- 水电费由管理部负责，包含在您的租金内
- 依照 NYCHA 《房屋规则》，将不允许住户在他们的公寓中安装烘干机

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(as of 1/6/2023)

specifically herein required to be posted shall be publicly posted in a conspicuous manner in the Management Office and in a prominent location in each building, and shall be furnished to the Tenant on request. The PACT Partner and/or the PACT Property Manager may not modify such schedule, policies, rules and regulations without the prior written consent of NYCHA. The PACT Partner and/or the PACT Property Manager shall give at least 30 days' prior written notice to the Tenant of any proposed modification. Such notice shall set forth the proposed modification and the reason therefor, indicate that the proposed modification is subject to NYCHA's prior written consent, and shall provide the Tenant an opportunity to present written comments (which notice and any comments shall be provided by the PACT Partner and/or the PACT Property Manager to NYCHA). A copy of such notice of any such proposed modification shall be

i. delivered directly or mailed to the Tenant; or

ii. posted in at least 3 conspicuous places within the building in which the Leased Premises are located, as well as in a conspicuous place in the Management Office.

6. SECURITY DEPOSIT.

a. **At Initial Conversion:** The balance of any security deposit currently held by NYCHA/Dev You shall be transferred to the PACT Partner and you will not be required to pay any additional security, even if you transfer to another unit at this Development.

b. **After Initial Conversion:** If you are a new Tenant, any required security deposit is limited to the lesser of (i) one month of the Tenant's portion of the rent at the amount of \$ \_\_\_\_\_, and (ii) the Contract Rent.

c. If required by law, the amount held as the security deposit will be held in an account bearing interest at the banking institution's prevailing rate. An annual payment of accrued interest will be made by the banking institution to the Tenant, less 1% interest of the security on deposit, to be tendered by the banking institution to the PACT Partner. The PACT Partner may use or apply all or any part of the deposit as may be required to pay for damage to the Leased Premises during the term of this Lease. If Tenant carries out all of Tenant's obligations under this Lease, and if the Leased Premises is returned to the PACT Partner at the expiration of the lease term in the same condition as when rented by Tenant,

ordinary wear and tear excepted, Tenant's security deposit will be returned in full to Tenant, with accrued interest thereon, within fourteen (14) days of Tenant vacating. Tenant shall not use the security deposit to pay the last month's rent of the Lease term. The PACT Partner may use the security deposit in full or in part, if necessary, as may be permitted by law.

7. **SUBLETTING/ASSIGNMENT:** Tenant shall neither assign the Leased Premises in whole or in part nor sublet the Leased Premises in whole or in part without the written consent of the PACT Partner, nor permit anyone not specifically indicated in this Lease to occupy the Leased Premises. A sublet or assignment without consent shall constitute a breach of a substantial obligation of this Lease.

8. **SERVICES:** The following services and utilities are the responsibility of (boxes to be checked by the PACT Partner before signing):

PACT Partner:  Heat  Hot water  Gas  
 Electricity  Other  
Tenant:  Heat  Hot water  Gas  Electricity  
 Other

9. **PACT PARTNER'S INABILITY TO PROVIDE SERVICE:** If the PACT Partner is unable to provide certain services as a result of circumstances which are the fault of the PACT Partner, Tenant's obligations under this Lease, including the obligation to pay rent, shall remain in effect, except as otherwise permitted by law.

10. **ACCESS:** The PACT Partner and/or the PACT Property Manager, upon reasonable advance notice to the Tenant, shall be permitted to enter the Leased Premises during reasonable hours for the purposes of performing routine inspections and maintenance, making improvement or repairs, or for showing the Leased Premises for re-leasing or to prospective mortgagees. A written statement specifying the purpose of the PACT Partner's or the PACT Property Manager's entry, delivered to Leased Premises at least 2 days before such entry, shall be considered reasonable advance notice. If the Tenant fails to permit such entry to the Leased Premises after such notice has been given, the PACT Partner and/or the PACT Property Manager may enter the Leased Premises at any time thereafter without further notification. The PACT Partner and/or the PACT Property Manager may enter the Leased Premises at any time without prior notice to Tenant

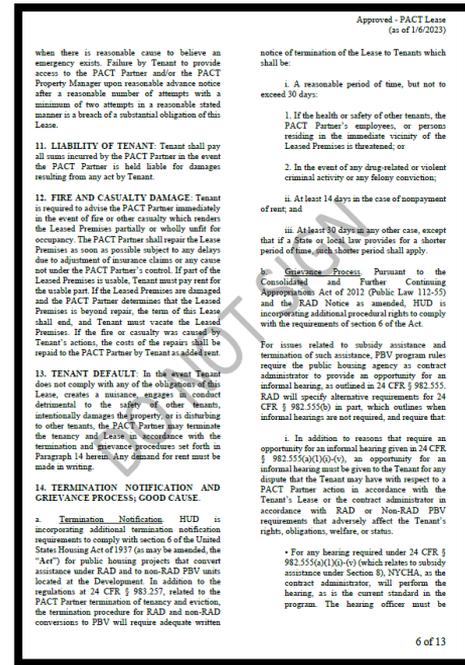
5 of 13

# 租赁审查

## PACT 租约第 6 和第 7 页：申诉程序以及 NYCHA 在 GAYLORD WHITE 的角色

PACT 租约第 6 和第 7 页包括有关申诉程序以及 NYCHA 在 Gaylord White 角色的信息

- ❑ 关于租金问题的 NYCHA 申诉程序在 PACT 转换后仍将保持不变
- ❑ 住户可通过 Wavecrest Management 提出有关维修和保养的申诉
- ❑ Wavecrest Management 必须获得 NYCHA 的许可才能对住户提起法律诉讼。我们优先给面临困难的住户解决问题
- ❑ 住户将向 NYCHA 租赁住房部门递交年度和临时性收入的重新认证以及家庭变更
- ❑ 新住户将来自 NYCHA 第 8 节租赁住房管理部门的候补名单



# 租赁审查

## PACT 租约第 8 页：废弃物处理、宠物和住户责任

PACT 租约第 8 页包括住户责任的信息，包括：

- ❑ 在指定区域丢弃垃圾和废弃物。不允许将垃圾留在走廊或从窗户丢出
- ❑ 宠物 – 根据 NYCHA 的宠物政策，允许养宠物（一只狗或一只猫）
- ❑ 目前的住户必须在转换之前向 NYCHA 注册他们的宠物
- ❑ 依照上述规定，新住户也允许养宠物
- ❑ 不得擅自改动新的烟雾和一氧化碳侦测器！
- ❑ 如果有剥落的油漆以及在单位中有 10 岁以下儿童居住而需要窗户护栏，住户应该通知管理部
- ❑ 不允许在单位中使用烘干机

the Tenant or a member of the Tenant's household did or failed to do.

(B) During the initial lease term or during any extension term, other good cause includes:

(1) Disturbance of neighbors.

(2) Destruction of property, or

(3) Living or housekeeping habits that cause damage to the Leased Premises or the Development.

(C) After the initial Lease term, such good cause includes the Tenant's failure to accept the PACT Partner's offer of a new Lease or revision.

### 15. LEGAL FEES:

In the event either the PACT Partner or Tenant incurs legal fees and/or court costs in the enforcement of any of the PACT Partner's or Tenant's rights under this Lease or pursuant to law, neither party shall be entitled to the repayment of such legal fees and/or court costs.

16. RE-ENTRY: If Tenant is evicted by legal action, the PACT Partner may enter the Leased Premises without being liable for re-entry and may re-rent the Leased Premises.

17. WINDOW CLEANING: Tenant shall not allow any windows to be cleaned from the outside unless such service is provided by the PACT Partner.

18. COMMON AREAS: Tenant shall not place baby carriages, bicycles or any other property in or on fire escapes, roofs, side-walks, entrances, driveways, elevators, stairways, halls or any other public area. Public access ways shall be used only for entering and leaving the Leased Premises and the building. Only those elevators and passageways designated by the PACT Partner can be used for deliveries.

19. GARBAGE AND REFUSE: Garbage and recyclable items must be brought to the basement or other area designated by the PACT Partner in such a manner that the PACT Partner may direct. Carpets, rugs, or other articles shall not be hung or shaken out of any window or balcony of the building. Tenant shall not sweep or throw or permit to be swept or thrown any dirt, garbage or other substances out of

the windows or into any of the halls, elevators, elevator shafts or any other public areas. Tenant shall not place any articles of refuse outside the Leased Premises or outside the building except in safe containers and only at places designated by the PACT Partner. Tenant shall be liable to Owner for any violations issued to the PACT Partner as a result of Tenant's failure to properly recycle or other violation of law.

### 20. PETS:

a. The PACT Partner shall have a pet policy that (i) at a minimum authorizes for all residents the number and kinds of pets as is currently allowed by NYCHA for its residents, namely registration of one dog or cat under (25) twenty five pounds with (either full breed or mixed breed) Doberman Pinscher, Pit Bull and Rottweiler specifically prohibited and reasonable quantities of other pets such as small caged birds (parakeets, canaries), fish and small caged animals (hamsters, gerbils, guinea pigs), and (ii) does not charge pet fees in excess of any pet fees charged by NYCHA for its residents. All pets must be maintained in accordance with the NYC Health Code and the House Rules. The PACT Partner does not waive the right to deny or object to any other pet belonging to Tenant or any other Tenant.

b. If Tenant has a dog or cat legally registered with NYCHA or reasonable quantities of other pets such as small caged birds (such as parakeets, canaries), fish and small caged animals (such as hamsters, gerbils, guinea pigs) as of the date of the conversion of the Development, Tenant shall be permitted to keep such dog or cat or other animals on the Leased Premises.

c. Assistance Animals: An assistance animal must be registered with the PACT Property Manager before bringing it into the Leased Premises, and documentation setting forth the need for an assistance animal may be required.

d. In no event shall any dog, cat or other animal be permitted in any elevator or in any public portion of the building unless carried or on a leash. Failure to comply with this provision shall be grounds for termination of the tenancy and Lease.

21. SMOKE AND CARBON MONOXIDE ALARMS: Tenant acknowledges that the Leased Premises being rented has smoke and carbon monoxide alarm(s) in proper working order as required by law.

# 租赁审查

## PACT 租约第 10 页：租约期限和收入重新认证

PACT 租约第 10 页包括有关您的租约期限和收入重新认证的信息。

- 在 PACT 计划下，您的租约将自动续约
- 当成为第 8 节租户需要重新认证您的收入和家庭成员时，NYCHA 租赁住房部门将以书面形式通知您
- 如果您的收入在一年内发生变化，您可以请求临时重新认证
- 我们的场地办公室将提供专门的工作人员，协助住户完成重新认证

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(as of 1/6/2023)

Tenant shall remove all of Tenant's personal possessions from the Leased Premises after Tenant has vacated. If any property remains in the Leased Premises at the expiration of the term, it will be deemed by the PACT Partner to be abandoned property which the PACT Partner may discard or sell. Tenant agrees to pay any expenses incurred by the PACT Partner as a result of the PACT Partner's disposition of said property.

**34. JURISDICTION:** Tenant consents to the jurisdiction of the Housing Court and all other courts in the City and State of New York. Tenant expressly represents that in the event a judgment is obtained against him or her, the PACT Partner may enforce the judgment against any property or assets of Tenant, wherever they are located.

**35. MILITARY STATUS:**

Tenant represents that he or she or they is in the United States military or is dependent upon a member of the United States military.

Tenant represents that he or she or they is *not* in the United States military and is *not* dependent upon a member of the United States military. Tenant shall notify the PACT Partner within ten days of enlistment in the military.

The above response is for informational purposes only and is intended to protect Tenant who are in or may enter into military service.

**36. PARTIES BOUND:** This Lease agreement is binding on the PACT Partner and Tenant, and on all those who claim a right, or have a right, to succeed to the legal interest of the PACT Partner or Tenant.

**37. FORMS:** Tenant agrees to complete any and all forms that may be requested by the PACT Partner from time to time as are necessary for the operation of the Development, related subsidy, or financing thereof, or as otherwise mandated by the PACT Partner's lenders, NYCHA or law.

**38. SUBORDINATION:** The rights of Tenant, including all rights granted under the terms of this Lease, are and shall be subject to and subordinate to the terms of any mortgage on the building or the land under the building which now exists, or building which may hereafter exist. The foregoing shall include but not be limited to any modification, consolidation or extension agreement of any existing mortgage on the land or building.

**39. SINGULAR/PLURAL AND JOINT /SEVERAL.** The use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires. If more than one person is signing the Lease, their obligations shall be joint and several.

**40. CONDEMNATION/EMINENT DOMAIN:** If the building, or any part of the building, is taken or condemned by a public authority or government agency, this Lease will end on the date of such taking. In such event, Tenant will have no claim for damages against the PACT Partner based upon such taking, and Tenant will be required to surrender the Leased Premises to the PACT Partner upon 30 days' written notice from the PACT Partner to Tenant of such government taking.

**41. CONSTRUCTION/CONVENIENCE:** Neighboring buildings may be the subject of construction, renovation or demolition. The PACT Partner will not be liable to Tenant nor shall Tenant seek to hold the PACT Partner liable for interference with "views", light, air flow, or ventilation, the enjoyment of quiet enjoyment, or breach of the warranty of habitability, whether such interference is temporary or permanent, if such interference results from activities conducted on adjoining properties.

**42. NO WAIVER:** The failure of the PACT Partner to assert at any time upon strict performance of any clause in this Lease shall not be construed as a waiver of the PACT Partner's rights. No waiver by the PACT Partner of any provision of this Lease can be made unless made in writing by the PACT Partner. Acceptance of rent by the PACT Partner with knowledge of the breach of any condition or term of this Lease is not a waiver of the breach.

**43. RENEWAL:** The "Term" of the Lease, defined as the period between the "Beginning" and the "Ending" dates described in the Lease, shall be automatically renewable following the Ending date, unless otherwise terminated, for terms of twelve (12) months, each 12-month term terminating at midnight on the last day of the 12th month. Notwithstanding the foregoing, this Lease shall automatically renew for successive definite terms, subject to the PACT Partner being able to terminate the Lease for good cause as set forth in Paragraph 14c.

**44. NOTICES:** All notices, which include bills and/or other statements with respect to this Lease, must be in writing. Notices to Tenant shall be sent

10 of 13

# 租赁审查

## PACT 租约第 12 页：吸烟政策

PACT 租约第 12 页包括有关吸烟政策的信息。

- NYCHA 于 2018 年推出了无烟倡议，通过减少接触二手烟以及协助想戒烟的吸烟住户，从而为住户打造更健康的家居环境，为员工创造更健康的工作环境
- 我们对这项倡议做出承诺。Gaylord White 将实行 100% 无烟政策
- 这意味着在所有单位、公共区域和场地均禁止吸烟（包括香烟、电子烟、烟斗、大麻等）

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(as of 1/6/2023)

is not required to reimburse NYCHA for undercharges caused solely by NYCHA's failure to follow HUD's procedures for computing contract rent or monthly housing assistance payments.

48. **ENTIRE AGREEMENT:** The PACT Partner and Tenant have read this Lease and agree that it and the Riders set forth below contain the entire understanding of the parties regarding the rental of the subject Leased Premises. The Lease can only be changed in writing. The writing must be signed by both the PACT Partner and Tenant.

49. **RIDERS:** The following Riders are attached to and are part of this lease:

- a. Window Guard Notice;
- b. Lead-Based Paint Development Disclosure Summary
- c. Lead Paint Hazards in the Home (Sp and Eng.)
- d. Lease Commencement Occupancy Notice for Prevention of Lead-Based Paint Hazards Regarding Child;
- e. PACT Residential Lease Rider;
- f. PACT Residential Lease Rider for Tenant-Based Section 8 Participants (check here if applicable);
- g. Rider for Tax-Exempt Bond Financing (check here if applicable);
- h. Tenancy Addendum - Section 8 Project Based Voucher Program HUD-22530c (check here if applicable);
- i. Tenancy Addendum - Section 8 Tenant Based Voucher Program HUD-22594c (check here if applicable);
- j. Rental Calculation Electronic Form (check here if applicable);
- k. Indoor Allergens Hazards Form; and
- l. Appliance Agreement (check here if applicable)

To the extent any provisions of the Riders conflict with any other provisions in the Lease, the provisions of the Riders shall prevail. Any other terms in the Lease not in conflict with the provisions of the Riders remain in full force and effect.

50. **SEVERABILITY:** In the event that any provision of this Lease shall violate any requirement of law, then such provision shall be deemed void, the applicable provision of law shall be deemed substituted, and all other provisions of this Lease shall remain in full force and effect.

51. **SPRINKLER SYSTEM.** The Leased Premises do not have a maintained and operative sprinkler system unless indicated below.

The Leased Premises have a maintained and operative sprinkler system. The last date of maintenance and inspection was: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

52. **SMOKING POLICY:**

The PACT Partner has adopted a Smoke-Free Policy prohibiting tobacco and marijuana smoking in restricted areas. Smoking means inhaling, exhaling, burning or conveying any lighted or heated cigar, cigarette, little cigar, pipe, water pipe (hookah), or any similar form of lighted object or device containing tobacco or marijuana. Restricted areas include, but are not limited to, the Leased Premises and all interior areas of the Development, or to the property boundary where that boundary is less than 25 feet from the property line of a development building. The Tenant, any member of the household, agent or another person under the Tenant's control must comply with the Smoke-Free Policy. The PACT Partner's adoption of the requirements in this paragraph 52 does not make the PACT Partner a guarantor of the Tenant's or any other resident's health or of the smoke-free condition of restricted areas. PACT Partner specifically disclaims any implied or express warranties that the Leased Premises will have higher or improved air quality or will be free from secondhand smoke. PACT Partner will take reasonable steps to enforce the requirements of this paragraph 52 consistent with NYCHA's Smoke-Free Policy.

53. **ELECTRONIC SIGNATURE.**

- a. Any electronic signature shall have the same legal validity and enforceability as a manually executed signature to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any similar state law based on the Uniform Electronic Transactions Act, and the parties hereby waive any objection to the contrary.
- b. The PACT Partner, Managing Agent and Tenant each acknowledge and agree that this Lease may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation,

12 of 13

# 租赁审查

## GAYLORD WHITE HOUSES 的《房屋规则》回顾

- ❑ 《房屋规则》是一份书面的物业规则列表，您将会在租约签订时与 PACT 租约一起收到
- ❑ Gaylord White 的《房屋规则》旨在提高所有住户的生活质量。这些规则需经过 NYCHA 和 Gaylord White 住户协会的批准
- ❑ 《房屋规则》有助于营造一个让所有住户都能受到尊重、和平享受的居住环境
- ❑ 《房屋规则》包括通过《反对妇女暴力法》(VAWA) 保护受家庭暴力、约会暴力、性侵犯和跟踪的受害者。这些保护适用于所有人，无论性别、性别认同或性取向为何。

# Wavecrest 联络信息

我们正在场地寻找一个空间作为我们的临时管理办公室。

同时，您可拨打电话联系我们：(718)475-4210

或

给我们发送电子邮件：

[GaylordWhite@twmt.net](mailto:GaylordWhite@twmt.net)

我们期待回答您对有关 **PACT** 转换的任何问题或疑虑！

**请注意：** *在转换之前，目前的物业管理和修缮问题应交由 NYCHA 处理。*

# 即将召开的会议信息

- ❑ 下一次 PACT 会议
  - ❑ 4 月 17 日
  - ❑ 议程
    - ❑ 最终设计计划

# PACT 合作伙伴联系方式

**MNP/W  
PACT**

有关 MNP/W PACT 10 和即将举行的会议的信息，请浏览我们的网站或通过以下方式与我们联系：

**网站：** [MNPWhitePACT.tcbinc.org](http://MNPWhitePACT.tcbinc.org)  
**电邮：** [MNPWhitePACT@tcbinc.org](mailto:MNPWhitePACT@tcbinc.org)  
**电话：** (718) 475-4210

**Wavecrest 联系信息：**  
**电邮：** [GaylordWhite@twmt.net](mailto:GaylordWhite@twmt.net)  
**电话：** (718) 475-4210

要了解有关 PACT 计划、您的权利和保护以及其他 PACT 项目的更多信息，请浏览：

<https://www.nyc.gov/site/nycha/about/pact.page>



**PACT 热线：** 212-306-4036  
**电邮：** [PACT@NYCHA.NYC.GOV](mailto:PACT@NYCHA.NYC.GOV)  
**网站：** <http://on.nyc.gov/nycha-pact>

**PACT 办公时间：**  
周一上午 8:30 至下午 12:00，地点在 Union Settlement 老年中心

如有以下问题，请联络 PACT 资源：

- 永久合理租金之共同承诺 (PACT) 计划
- 基于项目的第 8 节
- 如何计算租金
- 住户权利和保护

*请注意：在转换之前，日常管理和修缮问题应交由 NYCHA 处理。*

**客户联络中心 (CCC)：** 718-707-7771

# 常见问题

## ➤ 住户是否需要符合/重新认证第 8 节的资格？

在 PACT 计划下，所有目前的住户都将自动符合基于项目的第 8 节的资格。

## ➤ 在翻新期间，租户将迁移至何处？

预计在大部份的翻新期间，租户将继续留在他们的公寓中。在作业期间，将提供迎宾套房作为暂时休息处。有些工程可能需要协调，并支付让租户暂时迁移到现场或附近的公寓的费用，这将由 MNP/W PACT 团队进行协调。

## ➤ Wavecrest 将何时接管成为管理者？

目前预计包括 Wavecrest 在内的 MNP/W PACT 团队，将在 2024 年夏季开始在物业转换时营运此楼。在此之前，NYCHA 物业管理将继续提供物业服务。

## ➤ 在翻新工程后，此物业将如何保持安全？

这次的翻新工程将包含具门禁控制的新前门，以及在大楼内外的新安全摄像头和照明。此物业将会有一位现场经理和管理员。

# 问题与回答

